

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

ACE HARDWARE CORPORATION,)	
)	
Plaintiff,)	Case No.
)	
v.)	
)	
H.N. HINCKLEY & SONS, INC.)	
a Massachusetts Corporation,)	
)	
Defendants.)	

COMPLAINT

Plaintiff Ace Hardware Corporation (“Ace”) states as its Complaint against Defendant H.N. Hinckley & Sons, Inc (“H.N.”) as follows:

PARTIES

1. Ace is a Delaware corporation with its principal place of business in Oak Brook, Illinois. Ace is therefore a citizen of Illinois and Delaware.

2. Defendant H.N. is a Massachusetts corporation with its principal place of business located at 27 Beach Road, Vineyard Haven, MA 02568. H.N. is therefore a citizen of Massachusetts.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 based upon the complete diversity of citizenship of the parties and the amount in controversy exceeding the jurisdictional minimum of \$75,000.

4. Venue is proper in this District, *inter alia*, pursuant to 28 U.S.C. § 1391, because this case arises out of actions that occurred, at least in substantial part, within this Judicial District and the Defendant consented to venue in Illinois.

COUNT I BREACH OF CONTRACT
ACE HARDWARE MEMBERSHIP AGREEMENT

5. Ace incorporates by reference and re-alleges paragraphs 1 through 4 as if fully set forth herein.

6. On or about October 5, 1987, Ace and R.N. entered into the Ace Hardware Membership Agreement (“Membership Agreement”), a copy of which is attached hereto as Exhibit 1.

7. The Membership Agreement is a legally binding and enforceable contract.

8. Ace has performed all of its obligations under the Membership Agreement.

9. Pursuant to Article II, Section 3 of the Membership Agreement, R.N. agreed to timely pay Ace for merchandise, supplies and services that it ordered.

10. R.N. has breached the Membership Agreement by not timely paying Ace as required by the Membership Agreement.

11. A copy of R.N.’s billing statement detailing the amount owed to Ace is attached as Exhibit 2. There is \$480,730.83 that R.N. owed to Ace. Ace has afforded R.N. a credit of \$322,715.69 for its Ace stock and/or notes. As such, after applying the credit, R.N. owes to Ace the sum of \$158,015.14 for the reasons detailed on the attached Statement of Account.

Wherefore, Ace requests judgment in its favor and against R.N. for \$158,015.14 plus prejudgment interest and for all other relief Ace is entitled to under the law, including an award

of its costs and its attorney's fees.

Dated: March 21, 2016

Respectfully submitted,

ACE HARDWARE CORPORATION

By: /s/ David Fish
One of its Attorneys

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